



Consulate General of the United States of America

Osaka-Kobe, Japan

February 19, 2021

To: Prospective Quoters

Subject: Request for Quotations 19JA5821Q0058
Installation of LED Ceiling Lights at the Housing Compound

The U.S. Consulate General Osaka-Kobe has a requirement for a contractor to provide restoration services for the bedrooms in the housing compound.

The Consulate General intends to conduct a pre-quotation conference, and all prospective quoters who have received a solicitation package will be invited to attend. See Section J of the attached Request for Quotations (RFQ).

If you are interested in submitting a quote on this project, follow the instructions and complete the required portions in a sealed envelope marked "Quotation Enclosed" to Michael C. Tapley, at 11-5, Nishitenma 2-chome, Kita-Ku, Osaka 530-8543 on or before March 31, 2021 at 4:00 p.m. local time. No quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. Standard Form 18
2. Section A, Price
3. Section L, Representations, Certifications and Other Statement of Offerors or Quoters

A site visit will be conducted on March 10, 2021 beginning at 1:00 p.m. local time at the housing compound. Please contact Yasuhiro Fukuma by fax at 06-6315-5951 no later than March 5, 2021 at 12:00 noon local time, to arrange entry to the housing compound.

As required by the U.S. Government's federal acquisition regulation (FAR), prospective offerors/quoters shall be registered in the SAM (System for Award Management) database at <https://www.sam.gov> prior to award of a contract.

If the offeror does register by the required date, the contracting officer shall award to the next otherwise successful registered offeror.

Direct any questions regarding this solicitation to Michael C. Tapley by fax at 81-6-6315-5915 during regular business hours.

Sincerely,

//signed//

Michael C. Tapley
Contracting Officer

Enclosure
As Stated

REQUEST FOR QUOTATIONS (RFQ) <i>(THIS IS NOT AN ORDER)</i>			THIS RFQ [] IS [<input checked="" type="checkbox"/>] IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1	OF 1	PAGES 36
1. REQUEST NO. 19JA58-21-Q-0058		2. DATE ISSUED February 19, 2021		3. REQUISITION/PURCHASE REQUEST NO. PR9676635		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING
5A. ISSUED BY GSO/Procurement Unit American Consulate General Osaka-Kobe 2-11-5, Nishitenma Kita-ku, Osaka 530-8543						6. DELIVER BY (Date)		
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls)						7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME Yasuhiro Fukuma				TELEPHONE NUMBER				
				AREA CODE 06	NUMBER 6315-5925			
8. TO:						9. DESTINATION		
a. NAME			b. COMPANY			a. NAME OF CONSIGNEE		
c. STREET ADDRESS						b. STREET ADDRESS		
d. CITY			e. STATE		f. ZIP CODE		c. CITY	
							d. STATE	e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE: March 31, 2021; 4:00 p.m.			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter					
11. SCHEDULE (Include applicable Federal, State and local taxes)								
ITEM NO. (a)	SUPPLIES/SERVICES (b)				QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
1	Installation Services for LED ceiling light in the bedrooms at the Housing Compound				1	Project		¥
12 DISCOUNT FOR PROMPT PAYMENT			a. 10 CALENDAR DAYS %		b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %		d. CALENDAR DAYS NUMBER %
NOTE: Additional provisions and representations [<input checked="" type="checkbox"/>] are [] are not attached.								
13 NAME AND ADDRESS OF QUOTER					14 SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15 DATE OF QUOTATION	
a. NAME and ADDRESS OF QUOTER (COMPANY)								
DUNS NO.:								
c. COUNTY					16. SIGNER a. NAME (Type or print)		b. TELEPHONE	
d. CITY	e. STATE		f. ZIP CODE		c. TITLE (Type or print)		AREA CODE	
				NUMBER				

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Attachment I-1: Scope of Work

Section A: Price

The Contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified. This price shall include, but not limited to, all labor, materials, all insurances, overhead, and profit.

Total Price: ¥ _____

The U.S. Consulate General Osaka-Kobe is exempt from Japanese consumption taxes; therefore, such taxes shall not be included in the price nor charged on invoices. After receipt of the Contractor's invoice, the Government will provide the Contractor with a signed Certificate of Tax Exemption Purchase for Foreign Establishments. (For non-Designated Stores, please visit the following link for registration:
<http://www.nta.go.jp/tetsuzuki/shinsei/annai/shohi/annai/23120184.htm>)

Section B: Scope of Work

The character and scope of the work are set forth in the contract. The Contractor shall furnish and install all materials required by this contract. The Statement of Work is set forth in Section I as Attachment I-1.

In case of differences between small and large-scale drawings, the latter will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.

Section C: Packaging and Marking

Mark materials delivered to the site as follows:

U.S. Consulate General Osaka-Kobe
Attn: Management Office
2-11-5 Nishitenma, Kita-ku
Osaka 530-8543
Japan

Section D: Inspection and Acceptance

The Contracting Officer (CO), or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

D.1 Substantial Completion

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- (1) do not interfere with the intended occupancy or utilization of the work, and
- (2) can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate will be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

D.2 Final Completion and Acceptance

D.2.1 "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and

confirmed in writing to the Contractor, at which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 Final Inspection and Tests - The Contractor shall give the Contracting Officer at least five days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 Final Acceptance - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- (1) Satisfactory completion of all required tests,
- (2) A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- (3) Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

Section E: Deliveries or Performance

E.1 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract on the date specified in the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) complete the entire work ready for use not later than 30 days after commencement of work.

The time stated for completion shall include final cleanup of the premises and completion of punch list items.

E.2 FAR 52.211-12 Liquidated Damages - Construction (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the U.S. Government in the amount of ¥30,000 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Default clause.

E.3 Contractor's Submission of Construction Schedules

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as 10 calendar days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule, which sequences work so as to minimize disruption at the job site.

(d) All deliverables shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

(e) Acceptance of Schedule. When the Government has accepted any time schedule; it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not:

- (1) Extend the completion date or obligate the Government to do so,
- (2) Constitute acceptance or approval of any delay, or
- (3) Excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

E.4 Notice of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give such notice promptly, not more than ten (10) days after the first event giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

E.5 Notice to Proceed

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

E.6 Working Hours

All work shall be performed during the hours between 09:00 a.m. and 17:00 p.m., Monday through Friday, except Japanese and U.S. holidays. Other hours, if requested by the Contractor, may be approved by the Contracting Officer (CO). The Contractor shall give 24 hours in advance to CO who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

E.7 Preconstruction Conference

A preconstruction conference will be held 10 days after contract award at the Management Office of the U.S. Consulate Osaka-Kobe to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

E.8 Deliverables - The following items shall be delivered under this contract:

<u>Description</u>	<u>Qty.</u>	<u>Deliver Date</u>	<u>Deliver To</u>
Subsection E.3 Construction Schedule	1	10 days after award	CO
Subsection G.2 Insurance	1	10 days after award	CO
Subsection G.5.2 Personnel Biographies	1	10 days after award	CO

Section F: Administrative Data

F.1 (Reserved)

F.2 Payment

The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts." The following elaborates on the information contained in that clause:

Requests for payment, may be made no more frequently than monthly. Payment requests shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

After receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount, which is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage allowed by in 52.232-5, the Contracting Officer shall advise the Contractor as to the reasons.

Under the authority of 52.232-27(a), the 14-day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The Contractor shall address invoices to:

U.S. Embassy, Tokyo
Attn: FMC (PO# 19JA5821Q0058)
1-10-5 Akasaka
Minato-ku, Tokyo 107-8420

Or e-mail invoices to TokyoInvoices@state.gov.

Section G: Special Requirements

G.1 Reserved

G.2 Insurance

The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in Japanese Yen:

Per Occurrence	¥30,000,000
Cumulative	¥90,000,000

2. Property Damage on or off the site in Japanese Yen:

Per Occurrence	¥5,000,000
Cumulative	¥15,000,000

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

G.2.3 The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising therefrom, except in the instance of gross negligence on the part of the Government.

G.2.4 The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

G.2.5 The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

G.3 Document Descriptions

G.3.1 Supplemental Documents. The Contracting Officer shall furnish from time to time such detailed drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.1.1 Record Documents. The Contractor shall maintain at the project site:

- (1) a current marked set of Contract drawings and specifications indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- (2) a complete set of record shop drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.1.2 "As-Built" Documents. After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- (1) a complete set of "as-built" drawings, based upon the record set of drawings, marked to show the details of construction as actually accomplished; and,
- (2) record shop drawings and other submittals, in the number and form as required by the specifications.

G.4 Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict between the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

G.4.1 The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not

inconsistent with the requirements of this contract.

G.4.2 The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

G.4.3 The Contractor shall submit proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause.

G.5 Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous, or disorderly conduct by or among those employed at the site. The Contractor shall ensure the preservation of peace and protection of persons and property in the neighborhood of the project against such action. The Contracting Officer may require, in writing that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

G. 5.1 If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

G.5.2 After award of the contract, the Contractor has 10 calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take 30 days to perform.

G.6 Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified. All workmanship shall be of good quality and performed in a skillful manner that will withstand inspection by the Contracting Officer.

G.7 Special Warranties

G.7.1 Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", as long as they are not in conflict.

G.7.2 The Contractor shall obtain and furnish to the Government all information required to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective. The Contractor shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice (within 20 days) stating:

- (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and
- (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence following FAR 52.236-2, Differing Site Conditions.

G.9 Zoning Approvals and Permits

The U.S. Government shall be responsible for:

- (a) obtaining proper zoning or other land use control approval for the project
- (b) obtaining the approval of the Contracting Drawings and Specifications
- (c) paying fees due for the foregoing; and
- (d) for obtaining and paying for the initial building permits.

Section H: Clauses

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/> or <http://farsite.hill.af.mil/vffara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse>

/Title48/48chapter6.tpl to access links to the FAR. You may also use an internet "search engine" (for example, Google, Yahoo, Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference (48 CFR CH. 1):

<u>Clause</u>	<u>Title and Date</u>
52.202-1	Definitions (JUN 2020)
52.204-9	Personal Verification of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier SUBCONTRACT AWARDS (OCT 2018)
52.204-13	System for Award Management Maintenance (OCT 2018)
52.204-18	Commercial and Government Entity Code Maintenance (JUL 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (JUN 2020)
52.209-9	Updates of Information Regarding Responsibility Matters (JUL 2013)
52.213-4	Terms and Conditions - Simplified Acquisitions (Other than Commercial Items) (OCT 2020)
52.216-7	Allowable Cost and Payment (JUN 2013)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor - Cooperation with Authorities and Remedies (JAN 2018)
52.222-50	Combating Trafficking in Persons (OCT 2020)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020)
52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (JAN 2012)
52.228-13	Alternative Payment Protection (JUL 2000)
52.228-14	Irrevocable Letter of Credit (NOV 2014)
52.228-15	PERFORMANCE AND PAYMENT BONDS-CONSTRUCTION (JUN 2020)
52.229-6	Taxes - Foreign Fixed-Price Contracts (FEB 2013)
52.229-7	Taxes - Fixed Price Contracts with Foreign Governments (FEB 2013)
52.232-5	Payments Under Fixed-Price Construction Contracts (MAY 2014)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-25	Prompt Payment (JUL 2013)

- 52.232-27 Prompt Payment for Construction Contracts (MAY 2014)
- 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (OCT 2018)
- 52.232-34 Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013)
- 52.233-1 Disputes (MAY 2014) Alternate I (DEC 1991)
- 52.233-3 Protest After Award (AUG 1996)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by the Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)
- 52.236-26 Preconstruction Conference (FEB 1995)
- 52.242-14 Suspension of Work (APR 1984)
- 52.243-4 Changes (JUN 2007)
- 52.243-5 Changes and Changed Conditions (APR 1984)
- 52.244-6 Subcontracts for Commercial Items (OCT 2020)
- 52.245-2 Government Property Installation Operation Services (APR 2012)
- 52.245-9 Use and Charges (APR 2012)
- 52.246-12 Inspection of Construction (AUG 1996)
- 52.246-17 Warranty of Supplies of a Noncomplex Nature (JUNE 2003)
- 52.246-21 Warranty of Construction (MAR 1994)
- 52.246-26 REPORTING NONCONFORMING ITEMS (DEC 2019)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012) Alternate I (SEP 1996)
- 52.249-10 Default (Fixed-Price Construction) (APR 1984)
- 52.249-14 Excusable Delays (APR 1984)

I. FAR CLAUSES INCORPORATED IN FULL TEXT

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG
2020)

(a) Definitions. As used in this clause—

Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei
Technologies Company or ZTE Corporation (or any subsidiary or

affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or

renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph

(d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the

information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. (e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

II. The following Department of State Acquisition Regulation (DOSAR) clauses are set forth in full text:

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)
Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.
(End of clause)

Contractor Identification (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- (1) use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- (2) clearly identify themselves and their contractor affiliation in meetings;
- (3) identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- (4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

652.236-70 ADDITIONAL SAFETY MEASURES (OCT 2017)

In addition to the safety/accident prevention requirements of FAR

52.236-13, Accident Prevention Alternate I, the contractor shall comply with the following additional safety measures.

(a) High Risk Activities. If the project contains any of the following high risk activities, the contractor shall follow the section in the latest edition, as of the date of the solicitation, of the U.S. Army Corps of Engineers Safety and Health manual, EM 385 1 1, that corresponds to the high risk activity. Before work may proceed, the contractor must obtain approval from the CO of the written safety plan required by FAR 52.236-13, Accident Prevention Alternate I (see paragraph (f) below), containing specific hazard mitigation and control techniques.

- (1) Scaffolding;
- (2) Work at heights above 1.8 meters;
- (3) Trenching or other excavation greater than one (1) meter in depth;
- (4) Earth-moving equipment and other large vehicles;
- (5) Cranes and rigging;
- (6) Welding or cutting and other hot work;
- (7) Partial or total demolition of a structure;
- (8) Temporary wiring, use of portable electric tools, or other recognized electrical hazards. Temporary wiring and portable electric tools require the use of a ground fault circuit interrupter (GFCI) in the affected circuits; other electrical hazards may also require the use of a GFCI;
- (9) Work in confined spaces (limited exits, potential for oxygen less than 19.5 percent or combustible atmosphere, potential for solid or liquid engulfment, or other hazards considered to be immediately dangerous to life or health such as water tanks, transformer vaults, sewers, cisterns, etc.);
- (10) Hazardous materials - a material with a physical or health hazard including but not limited to, flammable, explosive, corrosive, toxic, reactive or unstable, or any operations, which creates any kind of contamination inside an occupied building such as dust from demolition activities, paints, solvents, etc.; or
- (11) Hazardous noise levels as required in EM 385-1 Section 5B or local standards if more restrictive.

(b) Safety and Health Requirements. The contractor and all subcontractors shall comply with the latest edition of the U.S. Army Corps of Engineers Safety and Health manual EM 385-1-1, or OSHA 29 CFR parts 1910 or 1926 if no EM 385-1-1 requirements are applicable, and the accepted contractor's written safety program.

(c) Mishap Reporting. The contractor is required to report immediately all mishaps to the CO and the contracting officer. A "mishap" is any event causing injury, disease or illness, death, material loss or property damage, or incident causing environmental contamination. The mishap reporting requirement shall include fires, explosions, hazardous materials contamination, and other similar incidents that may threaten

people, property, and equipment.

(d) Records. The contractor shall maintain an accurate record on all mishaps incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft of property, materials, supplies, or equipment. The contractor shall report this data in the manner prescribed by the contracting officer.

(e) Subcontracts. The contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Written program. The plan required by paragraph (f)(1) of the clause entitled "Accident Prevention Alternate I" shall be known as the Site Safety and Health Plan (SSHP) and shall address any activities listed in paragraph (a) of this clause, or as otherwise required by the Contracting Officer.

(1) The SSHP shall be submitted at least 10 working days prior to commencing any activity at the site.

(2) The plan must address developing activity hazard analyses (AHAs) for specific tasks. The AHAs shall define the activities being performed and identify the work sequences, the specific anticipated hazards, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. Work shall not begin until the AHA for the work activity has been accepted by the CO and discussed with all engaged in the activity, including the Contractor, subcontractor(s), and Government onsite representatives.

(3) The names of the Competent/Qualified Person(s) required for a particular activity (for example, excavations, scaffolding, fall protection, other activities as specified by EM 385 1 1) shall be identified and included in the AHA. Proof of their competency/qualification shall be submitted to the contracting officer for acceptance prior to the start of that work activity. The AHA shall be reviewed and modified as necessary to address changing site conditions, operations, or change of competent/qualified person(s).

(End of clause)

652.242-73 Authorization and Performance (AUG 1999)

(a) The Contractor warrants the following:

(1) that it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) that it has obtained all necessary licenses and permits required to perform this contract; and,

(3) that it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 Notices (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

Section I: List of Attachments

Attachment I-1: Scope of Work, 3 pages

Section J: Quotation Information

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

J.1 Qualifications of Offerors

Offerors/Quoters must be technically qualified and financially responsible to perform the work described in this Request for Quotations. At a minimum, each Offeror/Quoter must meet the following requirements:

- (1) be able to understand written and spoken English;
- (2) have an established business with a permanent address and telephone listing;
- (3) be able to demonstrate prior construction experience with suitable references;
- (4) have the necessary personnel, equipment and financial resources available to perform the work;
- (5) have all licenses and permits required by local law;
- (6) meet all local insurance requirements;
- (7) have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) have no adverse criminal record; and
- (9) have no political or business affiliation which could be considered contrary to the interests of the United States.

J.2 Submission of Quotations

This solicitation is for the performance of the services described in Attachment I-1: Scope of Work, and the Attachments which are a part of this request for quotation.

Each quotation must consist one copy of the following:

- (a) Volume 1 - Standard Form (SF) 18. Volume 1 consists of completion of blocks 13a, 14, 15, 16a, 16b, and 16c of SF-18.
- (b) Volume 2 - Price. Volume 2 consists of Section A: Price.
- (c) Volume 3 - Price Breakdown and Work Plan.
- (d) Volume 4 - Representations and Certifications. Volume 3 consists of Section L: Representations, Certifications, and Other Statements of Quoters (complete all portions that are applicable).

Submit the complete quotation to the address below by no later than 4:00 p.m., Wednesday, March 31 2021, to Management Office of U.S. Consulate General Osaka-Kobe, via Mail. No quotation will be accepted after this time.

U.S. Consulate General Osaka-Kobe
Attn: Management Office
2-11-5 Nishitenma, Kita-ku
Osaka 530-8543 Japan

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

J.3 FAR 52.236-27 Site Visit (Construction) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this Request for Quotations. Accordingly, quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for Wednesday, March 10, 2021 at 13:00 p.m.

(c) All interested companies that wish to attend must submit individual name(s), company name/address, telephone/fax numbers to Yasuhiro Fukuma via fax at 06-6315-5915 by no later than 16:00 pm, Friday, March 5, 2021 (JST time), to arrange entry to the Housing Compound.

(d) Participants shall meet at the Housing Compound of the U.S. Consulate General Osaka-Kobe.

(e) Attendee(s) must present an official photo identification (e.g. driver's license, passport, etc) when entering the Consulate.

(f) Cameras/Computers are not allowed within the Housing Compound. All cameras/computers must be left outside the Housing Compound.

J.4 Magnitude of Construction Project

It is anticipated that the range in price of this contract will be: Between \$15,000 and \$30,000.

J.5 Late Quotations

Late quotations shall be handled in accordance with FAR.

J.6 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or
<http://farsite.hill.af.mil/vffara.htm>

Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov> to access the link to the FAR, or use of an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

J.7 The following Federal Acquisition Regulation provisions are incorporated by reference (48 CFR CH. 1):

<u>Provision</u>	<u>Title and Date</u>
52.204-7	System for Award Management (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting (JUL 2016)
52.214-34	Submission of Offers in the English Language (APR 1991)

52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2004)

Section K: Evaluation Criteria

K.1 Evaluation of Quotations

Award will be made to the lowest priced, responsible quoter. The U.S. Government reserves the right to reject quotations that are unreasonably low or high in price.

Although the award is to be made to the lowest priced offeror, the U.S. Government may request a list of experience/past performance, licenses/permits if required, and financial statements to determine whether or not the offeror is a responsible contractor.

The U.S. Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The U.S. Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- (a) ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (b) satisfactory record of integrity and business ethics;
- (c) necessary organization, experience, and skills or the ability to obtain them;
- (d) necessary equipment and facilities or the ability to obtain them; and
- (e) otherwise qualified and eligible to receive an award under applicable laws and regulations.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quote at the lowest price. The U.S. Government intends to award a contract based on initial quotations, without holding discussions, although the U.S. Government may hold discussions with companies in the competitive range if there is a need to do so.

Section L: Representations, Certifications, and Other Statements of Offerors or Quoters

L.1 FAR 52.204-3 Taxpayer Identification (OCT 1998)

- (a) Definitions: "Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a

consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN: _____

____ TIN has been applied for.

____ TIN is not required because:

____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

____ Offeror is an agency or instrumentality of a foreign government;

____ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization

____ Sole Proprietorship;

____ Partnership;

____ Corporate Entity (not tax exempt);

____ Corporate Entity (tax exempt);

____ Government entity (Federal, State, or local);

____ Foreign government;

____ International organization per 26 CFR 1.6049-4;

____ Other _____

(f) Common Parent

____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

____ Name and TIN of common parent;
Name: _____
TIN: _____

L.2 FAR 52.204-8 Annual Representations and Certifications (MAR 2020)

(a)

- (1) The North American Industry Classification System (NAICS) code(s) for this acquisition is 236118, 236220, 237110, 237310, and 237990.
- (2) The small business size standard is \$36.5 million US dollars.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - ☐ (i) Paragraph (d) applies.
 - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless.
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$250,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that

Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance. Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is

anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52 Exemption from Application of the Service

Contract Labor Standards to Contracts for Certain Services--
Certification.

___(vi) 52.223-9, with its Alternate I, Estimate of Percentage of
Recovered Material Content for EPA-Designated Products (Alternate
I only).

___(vii) 52.227-6, Royalty Information.

___(A) Basic.

___(B) Alternate I.

___(viii) 52.227-15, Representation of Limited Rights Data and
Restricted Computer Software.

(d) The Offeror has completed the annual representations and
certifications electronically in SAM accessed
through <https://www.sam.gov>. After reviewing the SAM information,
the Offeror verifies by submission of the offer that the
representations and certifications currently posted
electronically that apply to this solicitation as indicated in
paragraph (c) of this provision have been entered or updated
within the last 12 months, are current, accurate, complete, and
applicable to this solicitation (including the business size
standard applicable to the NAICS code referenced for this
solicitation), as of the date of this offer and are incorporated
in this offer by reference (see FAR 4.1201); except for the
changes identified below [offeror to insert changes, identifying
change by clause number, title, date]. These amended
representation(s) and/or certification(s) are also incorporated
in this offer and are current, accurate, and complete as of the
date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this
solicitation only, and do not result in an update to the
representations and certifications posted on SAM.

L.3. 52.204-24 Representation Regarding Certain Telecommunications
and Video Surveillance Services or Equipment (OCT 2020).

The Offeror shall not complete the representation at paragraph (d) (1)
of this provision if the offeror has represented that it ``does not
provide covered telecommunications equipment or services as a part of
its offered products or services to the Government in the performance
of any contract, subcontract, or other contractual instrument`` in
paragraph (c) (1) in the provision at 52.204-26, Covered
Telecommunications Equipment or Services- Representation, or in
paragraph (v) (2) (i) of the provision at 52.212-3, Offeror

Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it ``does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services'' in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) Definitions. As used in this provision- Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM)

(<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph

(b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d) (2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(End of provision)

L.4. 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

(1) It ☐ is, ☐ is not an inverted domestic corporation; and

(2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

L.5 FAR 52.225-18 Place of Manufacture (SEP 2006)

(a) Definitions. As used in this clause —

"Manufactured end product" means any end product in Federal Supply

Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

L.6 Authorized Contractor Administrator

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an Internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

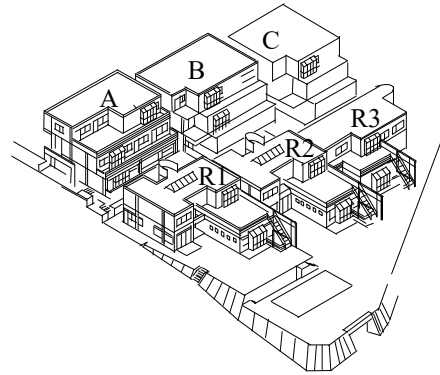
Attachment – I-1

1. Scope of work

The contractor Shall install LED ceiling light fixtures at 37 rooms of the housing compound.

	RM1	RM2	RM3	RM4	RM5
A1	5000	4500	4500	-	-
A2	5000	5000	4500	4500	-
B1	5000	4500	4500	-	-
B2	5000	4500	4500	-	-
B3	5000	4500	4500	-	-
C1	5000	4500	-	-	-
C2	5000	4500	-	-	-
C3	5000	4500	-	-	-
R1	5000	5000	4500	3600	3600
R2	5000T	5000T	4500T	3600T	3600T
R3	5000	5000	4500	3600	3600

<Figure-1 Rooms and Required Lumen>



<Figure-2 Compound Overview>

2. General

2.1. All work required under this contract shall be accomplished in accordance with Japan Architectural Specification Standard (JASS). All work required under this contract shall be performed in a professional manner of the respective trade. The Contracting Officer's (CO) and/or CO's designee shall perform QA/QC inspection on contracted work at-any-time basis. Any found deficiencies and/or discrepancies against contract work requirement and specifications shall be corrected accordingly by the Contractor at no additional cost to the Consulate.

2.2. All materials and labor shall be furnished by the Contractor unless otherwise stipulated herein. Quality of all materials to be used for all required work shall meet or exceed Japan Industrial Standard (JIS) and Product Safety Electrical Appliance & Material (PSE)

2.3. The Contractor shall be responsible for keeping the work areas clean and neat. After completion of work, the Contractor shall clean the work areas and leave it in a vacuum-clean condition. The Contractor shall dispose of all debris left over from the contracted work outside the Consulate in accordance with applicable local codes for industrial waste disposal, unless otherwise stipulated herein.

2.4. Prior to work commencement on the job site, the Contractor shall submit to the CO for the specifications of lighting fixtures and a work schedule as requested.

2.5. It is the Contractor's responsibility to verify all dimensions and any site conditions. The Contractor shall notify the CO of any discrepancies or inconsistencies between the plans and the site conditions before work occurs and alters the existing condition.

2.6. It is the Contractor's responsibility to notify the CO of any discrepancies between the plans and the specifications or any requirements identified in the contract prior to the commencement of work. If any such discrepancies are identified after the commencement of work, the CO will decide which detail or statement is most beneficial to the USG and that detail or statement will be implemented by the Contractor at the Contractor's expense.

3. Installation of Lighting Fixtures

3.1 Ceiling Access Panels

Ceiling access panels (450x450mm) shall be installed for each room.

3.2 Electrical Wiring

The power source for the new lighting fixture shall use the power line routing to the light of the closet or the bathroom.

New wiring for the lighting fixture shall be divided from the above power source which have the installed junction box in the ceiling.

3.3 Round-type Hanging Ceiling Rosette

The lighting fixture shall be fixed with a hanging ceiling rosette to provide an AC outlet(6A-125V) for the lighting fixture.

3.4 Wireless Remote Controller

A wireless remote controller with its wall mount holder shall be provided. A spare remote controller for each room shall be provided.

3.5 LED Lighting Fixtures

LED Lighting fixtures shall meet the following specifications:

- 3-5-1 Support Hanging Ceiling Rosette
- 3-5-2 Lumen:3600,4500,5000 based on each room location (See Figure-1)
- 3-5-3 Color Temperature(K): 2700 - 3000
- 3-5-4 Dimming (5-100%)
- 3-5-5 R2 Lighting fixtures shall be premium compared with other resident rooms. Thus tunable white feature (Warm Color 2700-3000K, White Color 5500 - 7000K) shall be applied at least.
- 3-5-5 Percent Flicker < 10% or IEEE1789 compliant
- 3-5-6 Light Source Lifetime: 40,000 hrs (70% of the initial lumens)
- 3-5-7 Ra(Color Rendering index): 83
- 3-5-8 Shape: Western style

4. Guarantee

Guarantee all work completed under this contract against any defect resulting from the Contractor's performance for the period of five (5) years from the date of acceptance of the work by the company.